

St. John the Baptist Catholic Church 2



July 25, 2006

Dear City of Milpitas,

Enclosed is the package of papers for the Entertainment Event Permit for our Autumn Festival in St. John the Baptist Catholic Parish on September 15-17, 2006.

- Entertainment Event Permit: Below are the numbers pertaining to the permit with its' attached papers and or information.
 - 1 Letter of Consent from the Diocese of San Jose Vicar General Rev. Msgr. Francis V. Cilia, Statement of Amendment of Articles of Incorporation of the Roman Catholic Bishop of San Jose with a copy of March Fong Eu, Secretary of State of California Seal, list of Autumn Festival Committee members with list of venues' teams.
 - 6 Attachment of list of entertainers and their respective hours of performances.
 - 10 Contract with Farwest Sanitations Storage
 - 11 See attached map titled "St. John's Autumn Festival 2006"
 - 12 Tentative letter of approval from Donovan Properties for use of Big Lot parking area
 - 13 See attached map titled "St. John's Autumn Festival 2006"
 - 14 Attached copies of fax papers dated 2005 from A&R Rental for the food and or game booths and MTE Productions for the tents which we will be renting again this year.
 - 15 Atttached are papers describing St. John's Safety/Traffic/Security Committee procedures - Tentative contract from off-duty San Jose Police officers
 - 17 See attached map titled "St. John's Autumn Festival 2006", "St. John's Autumn Festival 2006 Venues Map", and "Autumn Festival Pavalkis Hall" showing fire extinguishers in the parish especially in the food, stage, and eating areas.
 - 18 Attached are St. John's Medical Emergency Plan from the First Aid Committee plus responsibilities, procedures and members.
 - 19 See attached map titled "St. John's Autumn Festival 2006" and "St. John's Autumn Festival 2006 Venues Map"
 - 20 Attached are copies of permit applications which contains information for our food handling from the Santa Clara Environmental Health Agency
 - 21 Attached is a letter describing St. John's facilities, locations of disposal cans, portable restrooms, and garbage cans.
 - See attached map titled "St. John's Autumn Festival 2006" for locations
 - 22 Additional letters of our event.
 - Letter to St. John's Neighbor(s) informing of our event.
 - Letter of approval of entrance from Rev. Fr. Norman Segovia for City of Milpitas law enforcement and city officials.
 - Copy of the contract with American Traveling Show. Waiting for certificate of insurance.

Our Autumn Festival Committee is working diligently to complete this application.

We are asking for Public Works assistance for traffic cones described in our Safety/ Traffic/Security procedures.

We are also asking for a waiver of the fire permit.

If I maybe of further assistance or answer any questions, my cell number is 408-234-1294, 408-923-3121 (home), and my email address is <u>rsantoro@sjbparish.org</u>.

Respectfully yours,

Rizalina H. Santoro

Autumn Festival Chairperson

Clina St. Sautoro

cc. Rev. Fr. Norman Segovia

CITY OF MILPITAS 455 E. CALAVERAS BOULEVARD MILPITAS, CA 95035

City Clerk's Office

JUL 2 6 2006

RECEIVED

ENTERTAINMENT EVENT PERMIT

(Per Chapter 5, Title III, Milpitas Municipal Code)

		and promoters of the and said sponsors and		ietary owners, p	partners and officers and
Name:	Autun	in Festival			
Company	y/Organization	St. John t	he Baptist	Catholic	Pavish
		5. Main Str	· ·		
City: <u>Ì</u>	<u>Hilpitas</u>			State: 🔼	Zip Code: <u> </u>
Office Ph	none: 408-262	-25 46 Home:	Cell:		Fax: 409- 262-081
E-Mail: _	office	2 5 j lo pavish . c (Use separate sh	eet for additional spo	onsors)	ase see attachmen
Proposed	d event location	in Milpitas: 54. J	ohin the Bap	otist Churc	h 1+as,CA 95035
All owner	rs of real prope	279 rty where event is pro	5. Main 51. posed to be held:	reet., Hulp	Has, CA 95035
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Di	ocese of	San Jose		Tel:	408-983-0154
90	c Lafage	tle St., Ste 3	01		408-983-0242
<u> </u>	inta Cl	ara. CA 950:	50 - 4946 eet for additional nam	Email:	www.dsj.org
Days, da	tes, times of ev	Saturda	14 - Sept. 1	6,2006	5pm - 10 pm
		Dunda	y - Septi	17,2006	11 АМ - 8 РМ
Nature ar	nd type of ever c dauces	t performances: <u>Do</u> , rock and roll	band, disc	jockey, k	ic, school children
Intended	Performers:				
<u>N</u> :	ame/Group	•		<u>Natu</u>	re of Participation
Plec	ise, see	attach ment	titled "In-	tended P	erformers"
		(Use separate she	et for additional nam	ies)	

SUBMIT COMPLETED FORM TO CITY CLERK

Estimated Number:	Spectators:	<u>500</u>
	Participants:	200
	Workers:	150
	Attendance Each Day:	<u>500 - 1000</u>
	Media:	ONEDOWN
Mathod for detarmin	ing number in actual atte	ndance and basis for estimate: <u>Ba≤ed</u> ou
	vities in the	,
Dast acti	DITES TO THE	
Proposed facilities fo	or furnishing drinking wat	er (justify adequacy): We are having a
drush booth	servina bottled we	ater sodo etc. and drinking fountains
in Pavalkis	Hall which u	er (justify adequacy): <u>We are having a</u> ater sodo, etc., and drinking fountains will be open for the entire direction of
Proposed sanitary fa	, acilities (justify adequacy)	: Please, seedth attached contract
with Farwe	est Savitation u	which includes 4 regular restrooms,
1 handicap	restroom, 2 was	sh stands. Pavalkis Hall also has wdoring the festival.
Description of real p	roperty where event will	occur (justity adequacy):
Please see	a Hadred mo	up of St. John the Baptist Parish.
Description of parkir	ng facilities, including cor	mpliance with ADA, parking attendants at entrances, exits
and within area (just	tify adequacy). Wie. by	are somen to the owner of Big Lot's
(DONOUAN EN	terprise) who h	as given approval to use their parking
iot. However.	we are waitin	as given approval to use their parking as for the official letter of approval to Euterprise allowed us use of the parking lot. hap or diagram and justify adequacy):
from them. IN Description of interior	the past, Donovar or access wavs (attach m	represe allowed us use of the parking (ot.
Please see	attacked m	ap of St. John the Baptist Parish.
Description of comp	osition and construction	of structure, seating arrangements and supports (justify
adequacy): Place	ice son a Had	ied naners of booth material
for our for	od and game	booths plus text material, from
A É R Reuta	I and tent fr	booths plus tent material. from on MTE Productions.
Description of availa	ability and location of am	bulances, fire, police and other emergency vehicles:
Milpites no	olice and fire	department will be contacted
Y Y		
Description of interi	or private police or secur	rity protection proposed (justify adequacy):
Attendant	over somers de	scribing St. John's securita proceduce
1/50 1112 11	will have a c	one of our contract for two
a EE alata	Saw Jose Pa	opy of our contract for two lice officers. The contract will be
sing to	the Milaitas F	police Ance the variety it

17.	Description of provision for fire safety (justify adequacy): Please see	attached map of
13.	St. John the Baptist showing where all fire e lo cated. We would like to request an info mand Police for one know on Aug. 26 e Pavalk Location, nature and type of medical and first aid facilities (justify adequate	extinguishers are that be eating from the Fire Dept. is Hall at ham in the work. say): A Hach are our
	First Aid procedure.	
19.	Description of proposed electrical wiring, lighting and location of all ligh	t standards and electrical
	switches: <u>Please see attached map of electric</u> 5t. John's Autumn Festival 2006 Venu	ical wiring titled es Map.
20.	Description of manner of acquiring, handling, preparing and disposing of condiment and all substance and ingredients used in their preparation: food permits which contains information of food from the Santa Clara Environme	Alached are our for our handling
21.	Description of manner of cleanup of the premises during and after the o	conclusion of the entertainment
	event and for the removal of garbage, refuse and waste: <u>Attached</u> describing our procedure map of restrooms, disposal cans for cooking oplus garbage.	trooms, portable oil, charcoal, and water
22.	Any additional helpful information useful to process your permit: ① Le	
	2) Letter of cutrance approval from Fr. Norman, Pas	stor, (a) Carvival
	contract with American Traveling Shows	
docu Milpi	clare under penalty of perjury that the above statements and any accompuments have been examined by me and are true and correct. I have realitas Municipal Code and agree to comply with the provisions of said Chaditions thereof and the laws of the City and State.	d Chapter 5, Title III of the
	Executed at Milpitas, California, on	20 <u>06</u>
	Title:	STOR
	Received By Date: 7-26	-06
Permi	t Approved By City Council:	Date:
Permit	t Denied:	Date:

St. John the Baptist Catholic Parish

279 S. Main Street, Milpitas, California 95035-5315

May 6, 2006

City of Milpitas 455 E. Calaveras Boulevard Milpitas, CA 9503

To Whom It May Concern:

This is to certify that appropriate law enforcement agencies and city officials may enter the premises where the AUTUMN FESTIVAL is being held. They may enter at any time for the purpose of making inspection and taking action as is permitted or required by law. This Festival will be held on September 15, 16 & 17, 2006 in the premises of St. John the Baptist Church and School.

Sincerel

Rev. Fr. Norman B. Segovia

Pastor

To: City of Milpitas

Dept. ENTERTAINMENT EVENT PERMIT

Under Chapter 5, Title III, Milpitas Municipal Code

To Entertainment Event Permit Coordinator

Under Milpitas' statements on page 3; section F of the Entertainment Event Permit form. This letter is to inform you that St. John the Baptist Catholic Church will provide its own In-House Security Guard service, for the Autumn Festival that will be held on September 15, 16, and 17, of 2006. In addition, St. John the Baptist Catholic Church (SJBCC) will hire an off-duty Policeman for additionally security purposes. The In-House Security Guard Service will consist of volunteers from church members to parishioners. The SJBCC Safety and Traffic Team will coordinate the service of In-House Security Guard and the off-duty Policeman. The SJBCC Safety and Traffic Team will consist of an Operation Chief, Manager and Supervisor. The Safety and Traffic team will mandate all duties to the In-House Security Guard, Bike Patrol, Dispatch Operators, Traffic Unit and off-duty Policeman. Duty Security officers, Bike Patrol and Traffic Unit, each one will be provided with reflector vest, two way radio and flashlight. In addition Big Lot Shopping Center Management's approved the use of their parking lot to all parishioners and any additional carnival attendee.

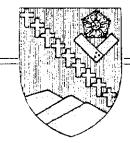
The service for this event will be provided as follow:

- Four security guards will be assigned to patrol the event area.
- Two traffic personnel are to maintain pedestrian traffic flow from the Big Lot shopping center's parking lot into the church premises.
- Two Traffic personnel are to maintain pedestrian traffic flow at Main Street crosswalk
- Two Traffic personnel are to maintain handicap drop-off site at Abel Street and to provide assistance to any handicap motorist to park at the two additional designated handicaps parking at front parking lot by Abel Street.
- Four Parking Attendants to maintain an order and guide motorist where to park in the Big Lot Parking Lot.
- Two Bike Patrol security officers will patrol the outer perimeter of the Church and the Big Lot's parking area.
- Two to four Dispatch Operators will be assigned to maintain communication with security personnel.
- Finally two Security Officers and two off-duty Police officers will be assigned to escort and secure the transportation of cast to finance office.
- The security service will also provide a designated post area for security, an area for police and emergency vehicle to park. Security will place caution tape where carnival attendees are off limits. Such as food booth, kitchen area, machinery, cash area and ticket booth, etc.
- In addition to the services it will include the readiness of the off-duty police officer and security guard to be able to assist with medical emergency personnel and to call the Milpitas Police to any emergency situation that might arise. The number for the Milpitas Police is 262-1212 this number is use only for minor incident. Such as escorting individual off the carnival area. When the event is concluded, the role of the off-duty Security Guard is to perform a lock down on

- the premises. This procedure it to close the event ground to the public and to make sure that if anyone who is not involved with the event other than volunteers and vendors will not be permitted to enter or stay around the event ground.
- When the permit is received and approved, the Festival Committee and Safety Traffic Security Department of SJBCC is requesting the assistance of Milpitas Police and Public Work as fallow:
 - A). Requesting Milpitas Police present from time to time just to make sure that everything are running smoothly with safety and Traffic. A walk thru the carnival area is very much appreciated.
 - B). Assistance of Milpitas Police to escort individual off the Church property.
 - C). Assistance of Milpitas Police during the closing time of the Festival for attendee to leave. The schedule time for the swept is at 11:15 pm. It will start at the back of the Church by Main Street and then will end at the front of the Church driveway by Abel Street.
 - D). The Festival Committee is also requesting to the City of Milpitas that the Church may be provided by Public Work personnel some traffic cones for the safety of attendee using the crosswalk both on Abel St. and Main St.
 - E). Additional Cones may be needed as follows:
 - 1. Cones to close off the left turn lane going into the Church at Abel Street
 - 2. Cones to close off right and left entrance of the Church by Abel St
 - 3. Cones to set up a handicap drop-off during Saturday and Sunday mass.

Thank you, Autumn Festival Committee and Department of SJBCC Safety/Traffic Security

DIOCESE OF SAN JOSE



VICAR GENERAL

June 26, 2006

To Whom It May Concern:

I write in my capacities as Vicar General of the Diocese of San Jose, Vice President of the Roman Catholic Bishop of San Jose, a Corporation Sole, and Attorney in Fact for the Diocese of San Jose.

I hereby give my consent for the Autumn Festival of Saint John the Baptist Parish, 279 South Main Street, Milpitas, California, to take place from September 15 through September 17, 2006.

Should you have questions related to this or require any additional information, please contact me at 408 983-0154.

Sincerely,

Rev. Msgr. Francis V. Cilia

icar General

cc: Rev. Norman B. Segovia, Pastor Saint John the Baptist Parish

2006 Autumn Festival Committee

Core Committee

	<u>Name</u>	<u>Home</u>	Cell	Email Address
Event Management				
Chairperson -	Riza Santoro	408 923-3121	408 234-1294	rsantoro@sjbparish.com
Vice-chairperson -	Lanh Tran-Tu	408 263-0106	408 464-1238	aquanaut_2000@yahoo.com
Co-chairperson -	Lanh Tran-Tu #2237			
Secretary -	Rudi Tan Tolibas		408-386-7647	shealianchan@yahoo.com
Finance / Legal Advisor -	Zeny Dizon	408 946-2205	408 504-7328	zdizon@takex.com
Communications	_			
Chairperson -	■ David Wang	408 251-8885		dwang_home@sbcglobal.net
Vice-chairperson -	Eden Salgado	408 956-9802	408-829-1023	esalgado@comcast.net
Co-chairperson -	Kim To #2203			kim_le@comcast.net
Sponsorship				
Chairperson -	Jimmy Odena	408 946-3652	408 505-0308	jregalod@aol.com
Vice-chairperson -	Vanessa Salud	408 719-1435	408-834-9412	vesalud@yahoo.com
Co-chairperson -	Open			
Event Ticket Sales	_			
Chairperson -	== Lulu Vilianueva	408 942-8194	408 582-2665	luluV10@hotmail.com
Vice-chairperson -	Gladz Vasquez	408 262-1463	408 768-7436	gladdesv@yahoo.com
Co-chairperson -	Nguyen Kim #2515	408 946-8175		
Co-chairperson -	Casper Kim #2624	408 734-2272		
Food Booth				
Chairperson -	Rowena Arriaga	408 262-7589	408 893-6195	oneat41@comcast.net; rowena.arriaga@lmco.com
Vice-chairperson -	Open			
Co-chairperson -	Rowena Arriaga #2632			
Co-chairperson -	John LeQuang #2546	408 945-8337		
Game Booth				
Chairperson -	Mariel Cano	408 923-5733	408 627-0062	marielmcano@gmail.com
Vice-chairperson -	Open			
Co-chairperson -	Jeffrey Feliciano #2511	408 262-3325		
Co-chairperson -	Manny Ferrer #2403	408 946-1906		

St. John the Baptist Church, Autumn Festival September 15-17, 2006

Schedule of Performances:

Friday, September 15, 2006 -

7:00pm-10:00pm The Hitmen

Saturday, September 16, 2006 -

12:00pm-1:00pm Jensen School of Performing Arts 1:00pm-2:00pm St. John the Baptist School's Children

2:00pm-2:30pm Alex the Great

2:30pm-3:00pm Hiyas

3:30pm-4:30pm Southbay Kids 4:45pm-5:15pm Kawailehua Halau 7:00pm-10:00pm Evolution DJs

Sunday, September 17, 2006 -

11:00am-12:30pm St. John Choirs 1:30pm-2:15pm Jon Mangongdo 2:30pm-3:00pm Mariel Cano 3:30pm-5:00pm Karaoke! 5:00pm-6:00pm Raffle Drawings

6:00pm-8:00pm Swing Solution

Dertificate of Mame Kesistance

REGISTERED APPLICATION NUMBER F41501

ISSUED BY

DATE OF MANUFACTURE

MINE 10, 2000

CRNTRAL TRNT NORTH HOLLYWOOD, CA This is to certify that the meterials described have been flame retardant freated (ar are infrerently navidammeble).

CITY: GILEOY

STATE: CA

Certification is hereby made that:

The articles described on this certificate have been treuted with a flame retardent fabric or material registered and approved by the State of California Fire Mershal.

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Type, coin and weight of converting VINY, LANTIALE, HHITE 1302,

3 PIECE (2) 30' X 15' ENDS (1) 30' X 10' MIDDLE 30, X 40, CANOPY TOP WHITE Description:

Name of Applicator of Flame Resistant Finish

LGCHENOCAL

Bignature

Contrad Tort Manufacturer

Certificate of Mame Aesistance

APPLICATION REGISTERED NUMBER F-41501

18SUED BY

NORTH HOLLYWOOD, CA CENTRAL TENT

DATE OF MANUFA

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ADDRESS

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STATE

Certification is hereby made that:

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Trade nume of Bang-registant fibric or marterial used: Managarn LM-10002 Reg. EA-41501

The Figure Refundant Freches Used will not be Removed By Westday

Type, color and weight of conversions: VINIL LANTHATE, WHITE 1302.

20'X 30' CANDDY 70P WHITE 1 PIECE Description:

Name of Applicator of Flame Resistant Finish

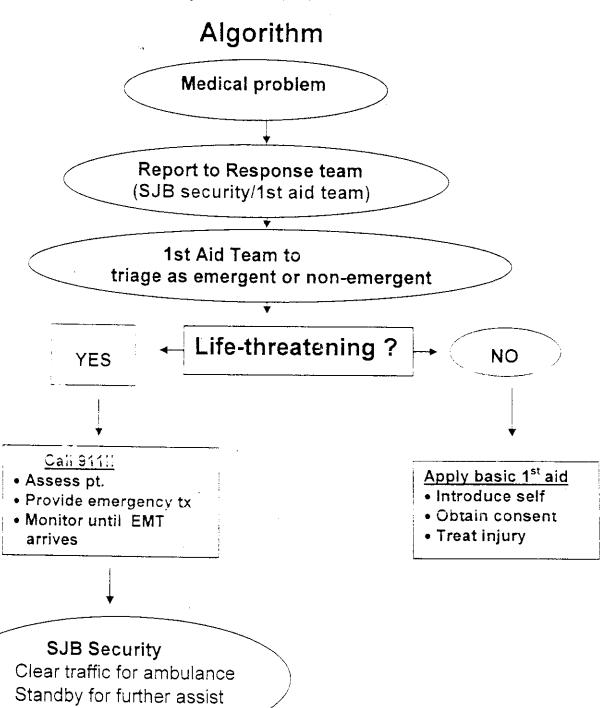
LG CHENOCAL

Bignature

Cortos Tore Manadice

ST. JOHN FESTIVAL MEDICAL EMERGENCY PLAN

By Gilda Manalo, RN, BSN





St. John the Baptist Catholic Church

July 24, 2006

Dear City of Milpitas,

This letter is to inform you of our Autumn Festival waste disposal and clean-up procedure.

Attached is a map of where garbage cans (T) will be located throughout our parish grounds which will include labeled re-cycle garbage cans, (C) coal can for charcoal disposal, (O) oil can for cooking oil, and (W) used water disposal can. Portable restrooms location is also shown in the map in the carnival area, four regular, one handicap, and two wash stations.

American Traveling Shows (carnival) will have garbage cans placed throughout the carnival area and will have a separate cleanup crew.

The coordinator for St. John's cleanup team is Mel Magat whose telephone number is 408-946-6851. The cleanup team will check on a daily basis and clean as needed.

We have on the grounds two BFI disposal bins marked "Trash Bins" in the attached map. We will be using the BFI disposal bins since the school will be off most of the week prior to and after the festival weekend.

If you have any questions or need further assistance, my cell number is 408-234-1294.

Sincerely,

Rizalina H. Santoro

Autumn Festival Chairperson

cc. Fr. Norman Segovia, Pastor



St. John the Baptist Catholic Church

August 6, 2006

Dear Neighbor(s):

We would like to welcome and invite you and your family to join our Autumn Festival on September 15-17, 2006, the schedule is planned as follows:

Friday, September 15th, 5:00 pm to 10:00 pm

Saturday, September 16th, 11:00 am to 10:00 pm

Sunday September 17th, 11:00 am to 8:00 pm

This will be a fun filled annual event that offers lots of memorable features: carnival rides, games, cultural food, barbecue, pancake breakfast, silent auction, rummage sale, souvenir program, beer and wine, raffles, bingo, live entertainment, and much, much more!

Our event may cause some additional traffic, noise and parking. We would like to let you know that we are doing everything in our responsibility to ensure that this event will be great and safe for all of us. We apologize for any inconvenience that this event may cause and thank you in advance for your kind patience.

For further questions or comments, please do not hesitate to get in touch with our Festival Chairperson, Ms. Riza Santoro at (408) 234-1294.

Sincerely yours,

Fr. Norman Segovia, Pastor

to Ma

Riza Santoro, Festival Chairperson

Rigalina H. Santon

AMERICAN TRAVELING SHOWS, INC. CONTRACT FOR CARNIVAL SERVICES

This agreement entered into on this 14kday of 2005, 2006, between American Traveling Shows, Inc., a California corporation, hereinafter called "ATS," and St. John the Baptist Catholic Church, a non-profit organization, hereinafter called "SPONSOR."

In consideration of the covenants and considerations contained herein, and other good and valuable consideration, the parties hereto agree as follows:

- 1. SPONSOR shall sponsor ATS in an exhibition of those rides listed in Item 6 (six) below, for a period of three (3) days from Friday, September 15 through Sunday, September 17, 2006. The lot dates will be Wednesday, September 13, 2006, through Monday, September 18, 2006. Pursuant to its sponsorship, SPONSOR has obtained and is given written permission from the owners of the real property described below for ATS' use of a suitable location and exhibition site for all activities commonly carried on by ATS. On request, SPONSOR shall exhibit said written permission to any officer of ATS. Such real property shall be properly zoned for ATS' operations. Said real property is described as 279 South Main Street, Milpitas, California 95035.
- 2. SPONSOR obtain all permits, licenses, and other local amusement taxes, permits of use fees, which ATS may be required to obtain and pay for to carry on any and all of its operations in connection with the carnival.
- 3. ATS shall furnish the necessary electricity for the carnival.
- 4. SPONSOR will furnish drinkable water for ATS' food concession.
- 5. SPONSOR shall obtain and pay for half of four (4) portable restrooms. ATS will pay for the other half of the four portable restrooms.
- 6. ATS shall manage and operate a minimum of ten (10) amusement rides, six (6) games concessions and one (1) food concession at the above-named location. Exhibition shall be in operation no sooner than 4:00 P.M. weekdays, and no sooner than 11:00 A.M. on weekends, and will close no later than 11:00 P.M. Therefore, the carnival will start at 5:00 P.M. and close at 11:00 P.M on Friday, September 15, 2006. The carnival will start at 11:00 A.M. and close at 11:00 P.M. on Saturday, September 16, 2006. The carnival will start at 11:00 A.M. and close at 8:00 P.M. on Sunday, September 17, 2006.
- 7. For security purposes, ATS will provide the name of the ATS' carnival manager/supervisor or officer four (4) days before, and for every single day of the carnival to the SPONSOR. For Security and identification purposes, ATS employees will be wearing shirt uniforms and badge identifications.
- 8. ATS shall pay to the SPONSOR fifteen percent (15%) of the total ride gross from the operation of the carnival. The payment along with an accounting of the ticket sales will be

available after closing on Sunday night. If the report and monies are not picked up, they will be mailed the following week.

- 9. SPONSOR shall sell Advance Sale Coupon books up to one hour before opening of the carnival. SPONSOR shall keep thirty percent (30%) of the gross sales of the Advance Sale Coupon books. Accounting to be done at close of the carnival and/or on Monday, September 18, 2006.
- 10. ATS shall provide the first 1000 installment of Advance Sale Coupon books to SPONSOR no later than June 20, 2006. The second 1000 installment of Advance Sale Coupon books along with 60 carnival posters shall be provided to SPONSOR no later than July 20, 2006.
- 11. On Friday, September 15, 2006, at 3:00 P.M., the SPONSOR will check the beginning number (#) of carnival ride tickets to be sold by ATS. At closing of the carnival, Sunday, September 17, 2006, at 8:00 P.M., SPONSOR will check the closing number (#) of carnival ride tickets sold.
- 12. ATS shall maintain for the period specified in Item 1 above, public liability, property damage and workers compensation insurance relating to the operation of said exhibition. Said public liability insurance shall have at least a \$5,000,000.00 (five million dollars) combined single limit. All principals, agents, employees of SPONSOR shall be named as co-insured, as well as the City of Milpitas, all principals, agents, and employees. ATS shall provide certificates of insurance to SPONSOR and to City of Milpitas upon execution of this agreement.
- 13. ATS shall have exclusive control of the management and operation of all ATS owned rides, games, and food concession.
- 14. The clean up of refuse, trash, and garbage from the location of said exhibition is the responsibility of ATS. The responsibility of clean up shall include a thorough clean up of the carnival area on a regular basis, but, in no event less than once every day at closing time by ATS.
- 15. The SPONSOR shall not book or sponsor, directly or indirectly, any other show exhibition, amusement, midway, concession or attraction of a similar nature to ATS operations, except those food and game concession(s) owned and operated by SPONSOR at any time during the period specified in Item 1 above and ending thirty (30) days after the last day of the said period. The SPONSOR also shall take all reasonable steps to prevent any other show, exhibits, amusements, concession, midway or attractions from exhibiting, playing, or operating within a reasonable radius of the location specified in Item 1 above during the period set forth in this paragraph.
- 16. SPONSOR shall not hold ATS, and ATS shall not hold SPONSOR liable for damages or responsible in any way if either party is prevented from exhibiting, playing, or operating any of said exhibitions by reason of God, riot, strike, fire, weather, illness, war lockouts, energy shortages or illegality. Illegality shall include denial of permits by the local authorities.

- 17. The event of legal action is instituted by reason of breach of the Carnival Contract, the party in whose favor the final judgment is entered shall be entitled to recover from the other party reasonable attorney's fees as fixed by the court entering the final judgment.
- 18. This contract and agreement not valid unless all copies are signed by both parties and one copy returned to the party of the first part no later than June 20, 2006.
- 19. Executed in duplicate the day first herein above-written at Hanford, California, and executed in duplicate herein written at Milpitas, California.

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American	tave	100	Showe	inc
micrican	TIUVC	11115	DHOWS,	1110.

Signature: Rick Larson (Owner)

6.70.60 Data

American Traveling Shows, Inc. PO Box 49 Hanford, CA 93232 St. John the Baptist Catholic Church

Rev. Norman Segovia (Pastor)

JUNE 14, 2006

Date

St. John the Baptist Catholic Church 279 South Main Street Milpitas, CA 95035



AMOUNT RECEIVED:

Consumer Protection Division 1555 Berger Drive, Suite 300 San Jose, CA 95112-2716 phone 408-918-3400 fax 408-258-5891 www.EHinfo.org

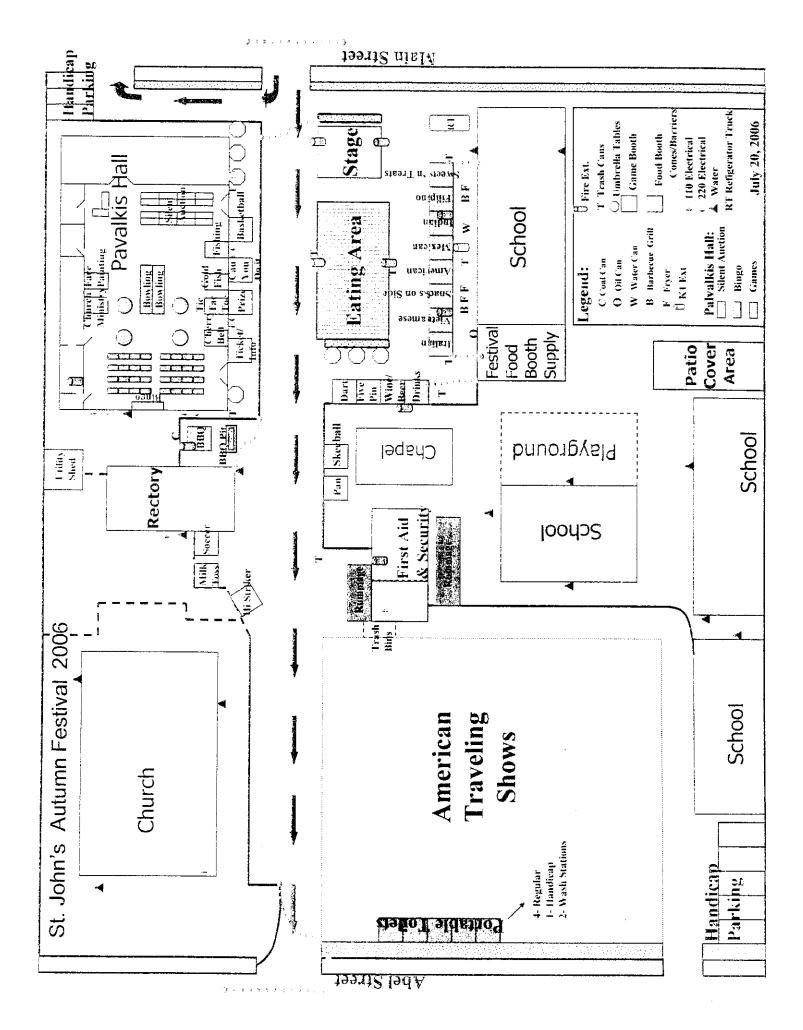
EVENT ORGANIZER / COORDINATOR APPLICATION TO OPERATE A TEMPORARY EVENT

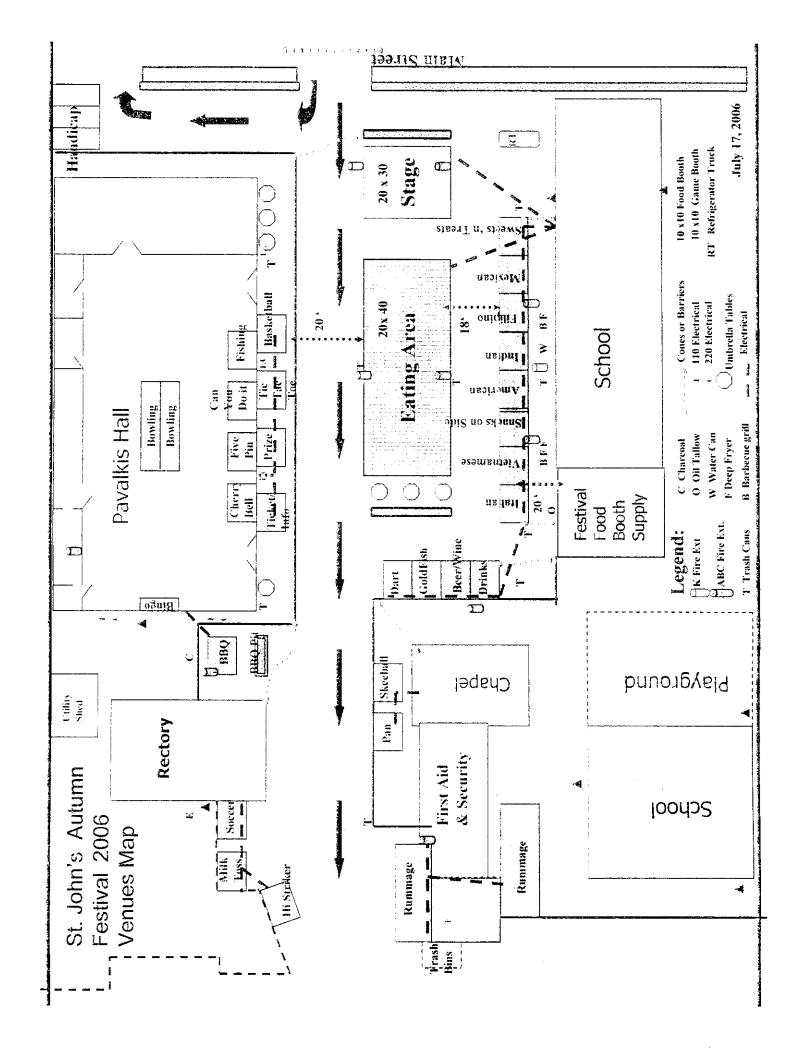
ALL REQUIRED APPLICATIONS MUST BE SUBMITTED A	AT LEAST 2 WEEKS PRIOR TO YOUR EVENT
Name of Event AUTUMN Festival Location	aion of Event St. John the Baptist Parisi
Date(5) of Event Sept. 13, 16, 17, 2004 Sient	it Start Time 520+, 15, 2006 Set-up Time 5ep+, 13, 360
Organizari Coordinator BBA Rizalinia H. Santono	5:00 PH
Mading Address 279 J. Main Street	Application Must Include
Call Phone 408 - 262 - 2546 Cell Phone 408 - 234 - 1294 (Riza) Fax Person(s) in Charge of Food Facilities on Each Day of Event Date 66 Pti Name Roward: Arcia goal Phone 873-6195 Date 6711 Name Cell Phone Date 6717 Name Cell Phone Cell Phone for Alternate Contact Please Note: to facilitate compiliance, person in charge of food facilities MUST be available to conduct a walk-thru inspection with DEH representative. The undersigned hereby applies for a Permit to Operate and agrees to operate in accordance with all applicable state and local regulations, laws, and such inspection procedures necessary to ensure compliance. Additionally, the undersigned is aware that non-compliance may result in closure of temporary food facilities. Payment of the required fee to secure a valid permit is required before commencing or continuing operations. Failure to do so may result in a misdemeanor citation, permit suspension/revocation proceeding, and/or closure. SIGNATURE OF ORGANIZER / COORDINATOR. Regulation All Sauces.	1. A site plan showing proposed locations of all temporary food facilities, restrooms, garbage and wastewater disposal facilities, handwashing, and utensil-washing facilities. 2. A description of: a) Potable water supply. b) Toilet facilities (type, number and location): • Indicate who will be responsible for maintenance during the event: • If portable toilets are used, indicate frequency of servicing (e.g., emptied) during event • Indicate who will be responsible for maintenance during the event • Indicate frequency of servicing (e.g., refilled) during the event d) Waste disposal methods: • grease • wastewater • garbage and trash • charcoal 3. List of all food vendors, including: a) All food facilities – biooths, carts, vehicles, etc. b) Food equipment demonstrators c) Vendors giving away food or beverage samples. 4. When available, provisions for providing required back-up supplies to booth operators, including, but not limited to: a) Handwashing or utensil washing supplies. b) loe.
FOR DEH OFFICE USE ONLY	f of Approved Facilities
APPROYED:	FACILITY TYPE BOOTHS CARTS
DATE:	Nan-Profit
TOTAL PEE DUE:	Profit
PROPERTY (See Miles)	Frum

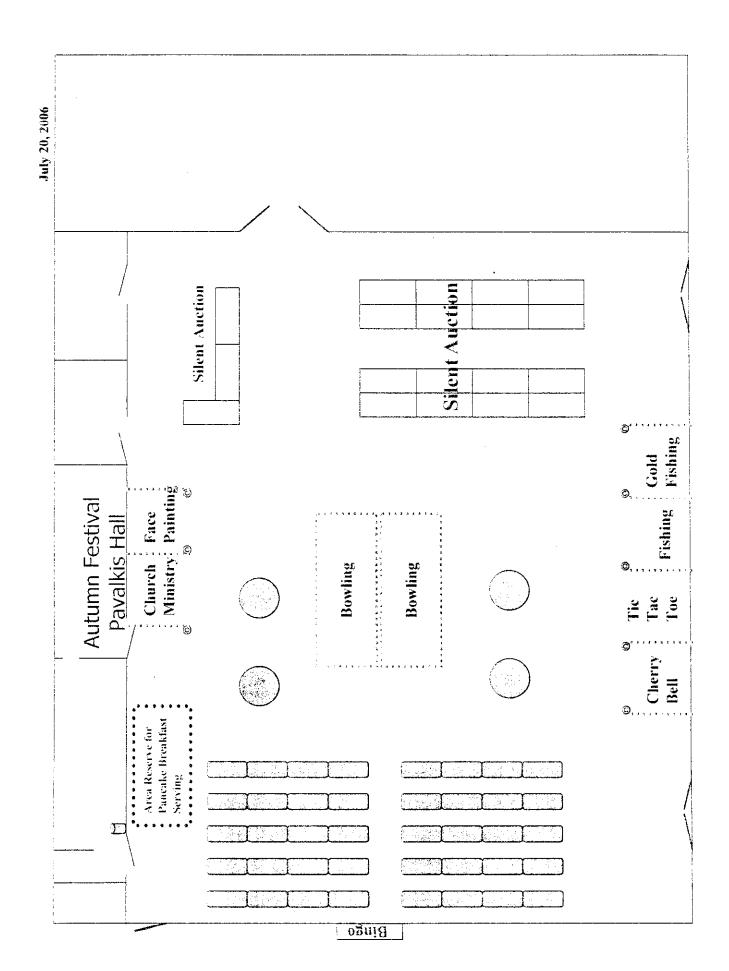
Beverage

Veterans Exempt

Annual Temp Event







	Fo	or Office Use Only	
<u> 19930VED</u>	<u>DEPARTMENT</u>	BY (Name & Prone Ext.)	<u> </u>
\rightarrow	Building		Aug. 07-01
	Oity Manager		
	<u>Engineering</u>		
	Finance		
.	Fire Marshal		
	<u>Planning</u>		
	<u>Police</u>		
receive departm • Obtain	nent approval for the event	L Permit fee	
for SI	Vecial CITCUITY	y : Per Circuit.	
· Access	puble farking	must be availab	
Must I	om facilities be available	including access.	ble Vestroom
	() () () () () () () () () ()		
pos: Olty O	ounol)		

City	Building 45 E. (Milpitas (408) \$2	
OF B R	3 3 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	

of Milpitas g Inspection Division Calaveras Blvd. is, CA 98035

ELECTRICAL PERMIT APPLICATION

Valuation

Permit No./Pyper.

NAME

Electrical Contractor

General Contractor

Applicant Owner

Description of work

Address: Site

ADDRESS

LICENSE NO.

TELEPHONE NO.

UNIT FEE SCHEDULE	30000	V 1 V 1 C 1	ŀ						
	CODE	31			UNIT FEE SCHEDULE	3GOS	FEE	<u>710</u>	TOTAL
Electrical Permit Issuance	1804 EP01	\$96		\$96	Power America - earth				TO TO
			<u></u>	1	Miscrell months & management of the contract o	1214 1212	\$45		
Plan Check lee	1804 1909	X138/Er			wise thank out Apparatus, Conduits & Conductors, each	B04 EM2	\$45	_	
			i		A-Kay unit, each	B04 EP39	\$20		
Receptacle Outlets and/or Switches - first 20	804 5073.	1049			Welder Outlet, each	B04 EP40	\$20		
Receptacle Outlets and/or Switches - each additional 20	1004 EF 7.54	600	-		Femporary Power Pole, each	B04 Eb42	\$+5		
Lighting Fatures, Sockets - first 20	BO 1 CD-77	C+6.			Temporary Meter Set, each	B04 EP43	\$48		
Lighting Fixtures, Sockets - each additional 20	100 100	600			Swithing Pool/Spa	B04 EP44	0718		
Pole/Platform-Mounted/Pheatrical Fixtures cards	0// E3 +00		-		devator, each	B04 EP48	\$96		
Cheuit Breaker, Panel/Subranel - first 2	C 131 + CK1	076	-		Cellular Floors per 100 ft	B04 EPS2	\$58		
Electrical Range, each	2017 101	G.			Tolley/Plug-in Busways per 100 ft.	B04 E1/80	\$58		
Cook Top/Oven, each	180 1 150 10	0.50			Ploor Duct per 100 lineal foot	804 EP53	\$58		
Dyyer, each	01.03 100	056			Power Duct per 100 ft	B04 EPS7	\$26		
Air Conditioner, each	11.13.400	070	+		Special Circuity, per circuit	B04 EP65		-	45
Water Healer each	20.15.1.15	2.50			Camivals, Circuses - Electrical-driven Rides, each	104 E1497	820		
Healer, each	STATE OF THE PARTY	97.6	-		Camiyals, Circuses - Mechanical-driven Rides, each	B04 EP98	\$20		
Residential Applicace Self Contained and at 1110 EW VVV	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	270			Electrical System of Area & Boot Lighting, each	904 EP99	\$20		
The state of the s	12(1)	9.7				İ			
Sign, lighting systems from one branch circuit	B04 EP15	\$96	_		NEW RESIDENTIAL BUILDING - SO FOOTAGE FIRE	ACH HOA			
Services - not over 200 amps, each (new or change)	B04 EP87a	858				1100		L	
Services - 201 anaps - 1000 anaps, each (new or change)	BO4 EP87b	96\$	<u> </u> 		Permit five New Boundaries Commence Services	1000	1 7	╢	10171
Services - over 1000 amperes, each (new or change)	1804 E087.	5			CHIM CC. 19CW INCOLUENCE CONSTRUCTION, MIRGE-FARRILY	1804 EP 501		50.12	
	100 FT 60 C	0+10	-		remail ree, New Residential Construction, Multi-Family	B04 EP302		\$0.08	

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3.53

2.5 % of total permit fee

BU4 ALUI

Permitting Automation Fee

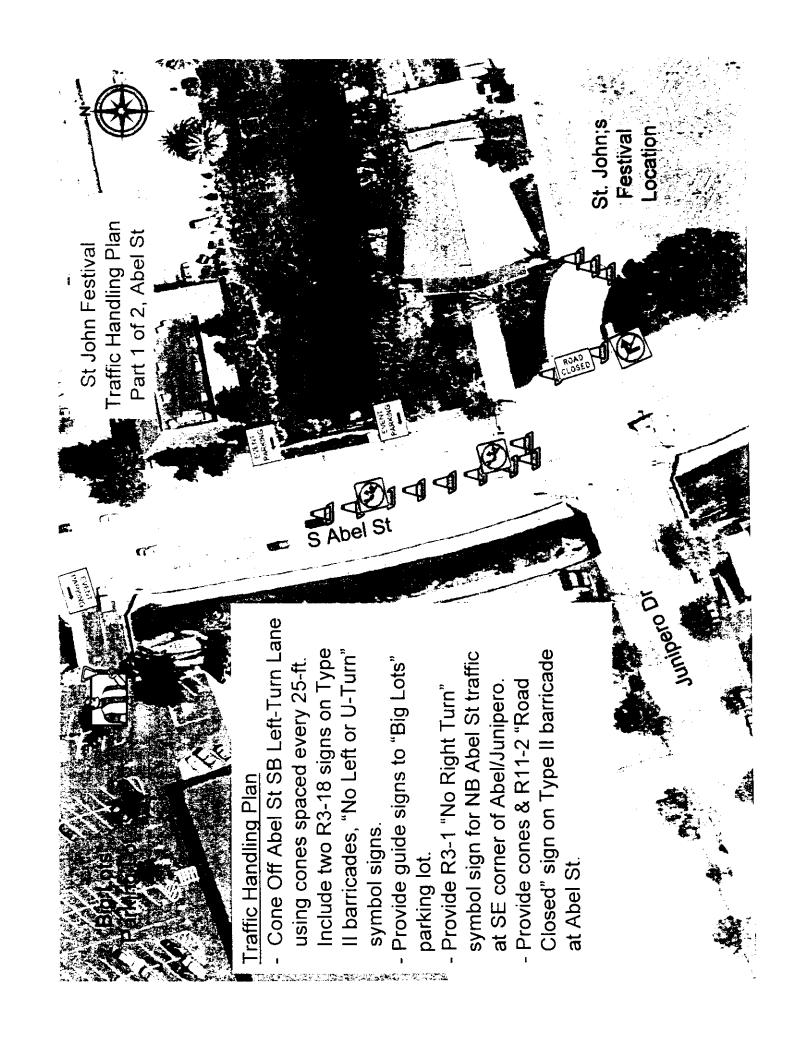
44.53

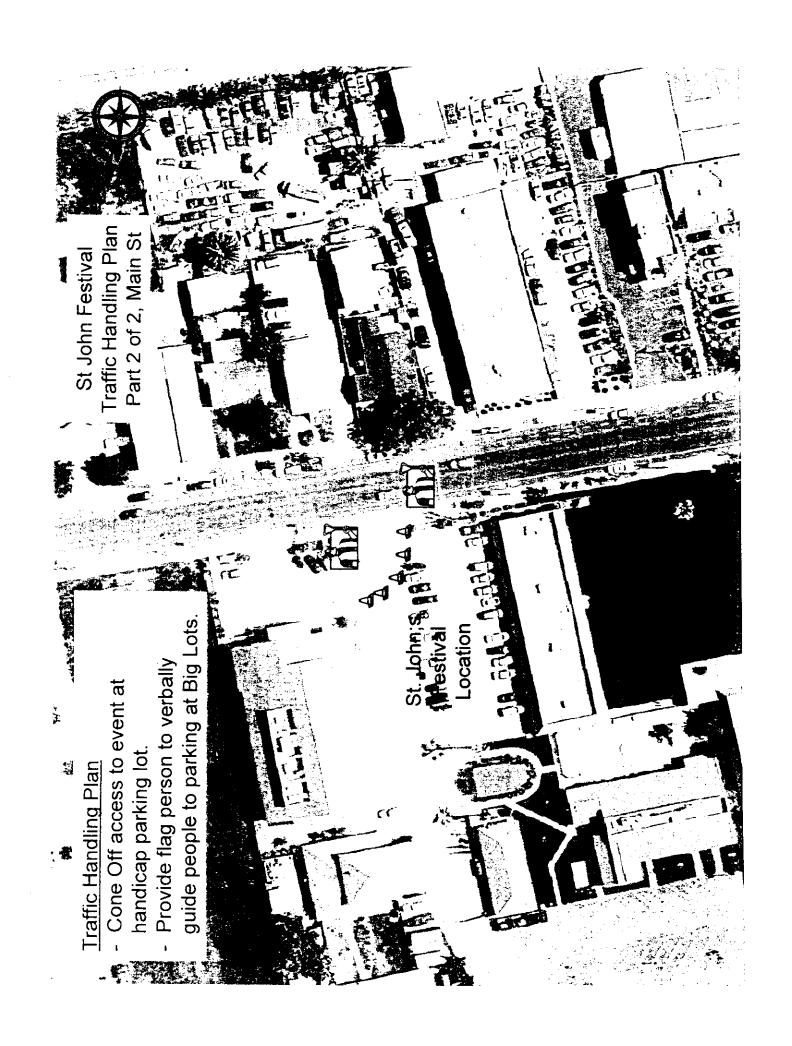
TOTAL \$

	F	For Office Use Only	· · · · · · · · · · · · · · · · · · ·
APPROVED	<u>DEPARTMENT</u>	BY (Name & Phone Ext.)	DATE
	Bullding		
	<u>City Manager</u>		
705	Engineering	J. Rodriguez	8-8-06
	Finance		
	Fire Marshal		
	Planning		
	<u>Police</u>		

If not approved by any department, explain why not, and what conditions applicant could change to receive department approval for the event: Use the atoched traffic handling plans. City can furnish comes i barricades for use at the event lad applicant must furnish their own signs. Signs can be purchased at Sign-Arema at main I serra. Suggest using paper board material for signs so they can be easily nailed and borricades and they cost loss to make. Other flaggers suggested in the applicant note should still be used.

co: City Council





	Fc	or Office Use Only	
PPROVED	DEPARTMENT	BY (Name & Phone Ext.)	<u>DATE</u>
	Building	· ·	
	City Manager		
	Engineering		
Yes_	Finance	Emm Koylen x 3145	8/1/06
·	Fire Marshal		
· · · - · · · · · · · · · · · · · · · ·	Planning		<u> </u>
	Police by any department, explainent approval for the event:	n why not, and what conditions applicant co	ould change
	by any department, explair		ould change
	by any department, explair nent approval for the event:		
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receive departm	by any department, explair nent approval for the event:		
receive departm	by any department, explainment approval for the event: the country! Firma Azel		
receive departm	by any department, explair nent approval for the event:		

For Office Use Only			
<u>APPROVED</u>	DEPARTMENT	BY (Name & Phone Ext.)	<u>DATE</u>
	Building		
	City Manager		
	<u>Engineering</u>		
	Finance		
	Fire Marshal		
	<u>Planning</u>		
5	<u>Police</u>	STEVE PANGELINAS ; CHUR.	8-8-06
		/ FIELD SERVICES]	<i>}</i> ₩.

From approved by any department, explain why not, and what conditions applicant sould change to resolve department approval for the event. P.D. 15 IN RECEIPT OF STBCC'S

CONTRACT (SIGNED) W OFF-DUTY SAN JOSE POLICE OFFICERS 7D WORK

EVENT SECURITY FOR FRIDAY + SATURDAY. A COPY 11 ATTACHED.

(2) P.D. WILL ATTEMPT TO CONNOCT PERIODIC PATROL CHECKS OF THE EVENT, TIME PERMITTING. ATTHER THAN DEDICATING P.D. PERSANGL TO THE EVENT AT CLOSING FOR A "SWEEP" OF THE PROPERTY AS

REQUESTED BY STBCC, P.D. RECOMMENDS THAT STRCC CALL P.D. AS

MAY BE NECESSARY. (YOR) 586-2400 OR 911 IF URGENT.

co: City Council



St. John the Baptist Catholic Church

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made and entered into as of the Nineteenth day of July, 2006 by and between Lee Wilson, (the "Consultant"), and St. John The Baptist Church ("SJB Church"). SJB Church desires to retain Consultant as an independent contractor to perform services for SJB Church on a temporary basis and Consultant is willing to perform such services, on terms set forth more fully below. In consideration of the mutual promises contained herein, the parties agree as follows:

1. SERVICES AND COMPENSATION

- (a) Consultant agrees to perform for SJB Church the following services during the Autumn Festival event of September 15 and 16 of 2006 between the hours of 5:00 pm to 11:00 pm:
 - a. Provide two plainclothes policemen to patrol the Festival in the church premises and curtail or stop any security problems that may arise.
 - b. Provide a short training for SJB Church's volunteer security
- (b) SJB Church agrees to pay Consultant the compensation of \$40.00 per hour per person for the performance of the services.

2. TERM AND TERMINATION

- (a) This Agreement will commence on the date first written above and will continue until final completion of the Services or termination as provided below.
- (b) SJB Church may terminate this Agreement upon giving one week prior written notice thereof to Consultant. Any such notice shall be addressed to Consultant at the address shown below or such other address as either party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested. SJB Church may terminate this Agreement immediately and without prior notice if Consultant refuses to or is unable to perform the services or is in breach of any material provision of this Agreement.
- (c) Upon such termination all rights and duties of the parties toward each other shall cease except:
 - (i) that SJB Church shall be obliged to pay within thirty (30) days of the effective date of termination, all amounts owing to 279 S. Main Street * Milpitas, Ca. 95035 Phone: 408-956-2650

* E-mail: festival@sjbparish.org * Website: http://www.sjbparish.org/festival

Consultant for unpaid Services and related expenses, if any, in accordance with the provisions of Section 1 (Services and Compensation) hereof.

3. ASSIGNMENT

Neither this Agreement nor any right hereunder or interest herein may be assigned or transferred by Consultant without the express written consent of SJB Church.

4. <u>INDEPENDENT CONTRACTORS</u>

Nothing in this Agreement shall in any way be construed to constitute Consultant as an agent, employee or representative of SJB Church, Consultant shall perform the Services hereunder as an independent contractor. Consultant agrees to furnish all tools and materials necessary to accomplish this Agreement, and shall incur all expenses associated with performance. Consultant acknowledges and agrees that Consultant is obligated to report as income all compensation received by Consultant pursuant to this Agreement, and Consultant agrees to and acknowledges the obligation to pay all self-employment and other taxes thereon. Consultant further agrees to indemnify SJB Church and hold it harmless to the extent of any obligation imposed on SJB Church:

- (a) to pay in withholding taxes or similar items or
- (b) resulting from Consultant's being determined not to be an independent contractor.

5. ARBITRATION AND EQUITABLE RELIEF

(a) Except as provided in Section 9(b) below, SJB Church and Consultant agree that any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, shall be settled by arbitration to be held in Santa Clara county, California, in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court of competent jurisdiction. SJB Church and Consultant shall each pay one-half of the costs and expenses of such arbitration, and each shall separately pay its respective counsel fees and expenses.

6. **GOVERNING LAW**

This Agreement shall be governed by the laws of the State of California.

7. ENTIRE AGREEMENT

This Agreement is the entire agreement of the parties and supersedes any prior agreements between them with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

St John The Baptist Church

BY:

TITLE: Pastor

ADDRESS:

279 S. Main St

Milpitas, CA 95035

Lee Wilson

TITLE: Consultant

ADDRESS: 165) UNIVERSITY Au

St

San Jose, CA 9xxxx 95126

Witness:

Name:

CDL#: A018/335